UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

MY FIRST BIKE PRODUCTIONS, INC.,

Plaintiff,

v.

MYSPACE, INC., a Delaware Corporation, d/b/a Myspace.com, DIRECTV, INC., a California corporation, FOX INTERACTIVE MEDIA, INC., a Delaware corporation,

Defendants.

CASE NO. 1:07-CV-0459-RLY-TAB

AFFIDAVIT OF CRAIG PINKUS IN SUPPORT OF OPPOSITION TO MOTION FOR EXTENSION OF TIME TO RESPOND TO DEFENDANTS' MOTION TO DISMISS

I, Craig Pinkus, affirm as follows:

1. I am one of the attorneys for MySpace, Inc., DIRECTV, Inc., and Fox Interactive Media, Inc. (collectively "Defendants") in this action. I have personal knowledge of the facts set forth in this Affidavit, and, if called as a witness, I could and would competently testify thereto.

2. On May 7, 2007, I received a telephone call (the "call") from Mark R. Waterfill, one of the attorneys for My First Bike Productions, Inc. ("Plaintiff"). The ensuing conversation with Mr. Waterfill was the only one I had with Mr. Waterfill until I contacted him on May 18, 2007 to advise him of Defendants' opposition to Plaintiff's motion for extension of time.

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3. During the call, Mr. Waterfill said he was calling for two reasons on behalf of Plaintiff. The first was that Plaintiff would agree to a transfer of the action to California, but he did not know where in California the action should be transferred to.

4. Prior to the call, Defendants had not asked Plaintiff to agree to such a transfer.

5. Mr. Waterfill said the second reason for the call was that Plaintiff demanded $60,000 to settle the action.

6. During the call, I responded to Mr. Waterfill that I would consult with Defendants and get back to him on both points.

7. Also during the call, Mr. Waterfill asked if I wanted him to put the two proposals by Plaintiff in writing. I responded that I would send him an email confirming our discussion.

8. Mr. Waterfill did not raise during the call, and there was no mention of, the topic of an extension of time within which Plaintiff would respond to Defendants' Motion to Dismiss.

9. I did not state, nor approve a statement by Mr. Waterfill, that "the parties have agreed in principal to so transfer this case" during the call or at any other time.

10. On May 9, 2007, I sent the promised confirmatory email stating among other things that "After MySpace et al. have been consulted, I'll be back to you with a response on **both points**." [emphasis added]

11. The May 9, 2007 email is the only email communication from me to Mr. Waterfill to date in this action.

12. On May 15, 2007, I received an email from Mr. Waterfill responding to my May 9 email. It stated that my email was "correct" and raised for the first time the subject of an extension of time for Plaintiff to respond to Defendants' Motion to Dismiss. A true and correct

copy of the email string consisting of my May 9 email to Mr. Waterfill and his May 15 email to me is attached and incorporated by reference as Exhibit A.

I affirm, under the penalties for perjury, that the foregoing representations are true.

5.18.07
Date

Craig Pinkus